

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCI AMERICAS TECHNOLOGY LLC		12/27/2013	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST (LONDON) LIMITED
Street Address:	1 King's Arms Yard
Internal Address:	Third Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2944644	AIRMAX
Registration Number:	2848792	AIRMAX VS
Serial Number:	85772776	AIRMAX VS2
Registration Number:	4084833	AIRMAX VSE
Registration Number:	2095781	BERGSTAK
Registration Number:	1312126	BERGSTIK
Registration Number:	4026692	HPCE
Registration Number:	2186572	MEG-ARRAY
Registration Number:	2408308	MEG-ARRAY
Registration Number:	2378540	PV
Registration Number:	2278115	PWR BLADE

CORRESPONDENCE DATA

Fax Number: 2128225096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:

30045.56100

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nathaniel T. Browand

Signature:

/Nathaniel T. Browand/

Date:

12/27/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, FCI AMERICAS TECHNOLOGY, a Nevada limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of December 27, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Wilmington Trust (London) Limited, in its capacity as the Collateral Agent (for the benefit of the Secured Parties) (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 2 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FCI AMERICAS TECHNOLOGY LLC,
as Grantor

By: 
Name: BRENT PETERMAN
Title: PRESIDENT

Trademark Security Agreement (Project Connector)

TRADEMARK
REEL: 005187 FRAME: 0032

Accepted and Agreed:

WILMINGTON TRUST (LONDON) LIMITED
as the Collateral Agent

By: 

Name:

Title: **Paul Barton**
Director

Trademark Security Agreement (Project Connector)

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Current Owner (TM)	Status (TM)	App. No.	Reg. No.	Reg. Date
AIRMAX	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	76/543426	2944644	26-Apr-05
AIRMAX VS	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	76458257	2848792	1-Jun-04
AIRMAX VS2	USA	FCI AMERICAS TECHNOLOGY LLC	FILED	85772776		
AIRMAX VSE	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	85151305	4084833	10-Jan-12
BERGSTAK	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	75010925	2095781	9-Sep-97
BERGSTIK	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	73451638	1312126	1-Jan-85
HPCE	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	77893843	4026692	13-Sep-11
MEG-ARRAY	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	75189830	2186572	1-Sep-98
MEG-ARRAY (STYLIZED)	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	75779898	2408308	28-Nov-00
PV	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	75529156	2378540	22-Aug-00
PWR BLADE	USA	FCI AMERICAS TECHNOLOGY LLC	REGISTERED	75542456	2278115	14-Sep-99

Schedule A-1

#4839-0757-0199

RECORDED: 12/27/2013

TRADEMARK
REEL: 005187 FRAME: 0034